## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Verisign, Inc.		05/01/2009	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Transaction Network Services, Inc.	
Street Address:	11480 Commerce Park Drive, Suite 600	
City:	Reston	
State/Country:	VIRGINIA	
Postal Code:	20191	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2766458	
Registration Number:	1558459	SIGNET7
Registration Number:	2875214	

## **CORRESPONDENCE DATA**

Fax Number: (202)857-6395

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: tmdocket@arentfox.com

Correspondent Name: N. Christopher Norton, Esq.

Address Line 1: 1050 Connecticut Ave., NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	014873.00020	
NAME OF SUBMITTER:	N. Christopher Norton, Esq.	
Signature:	/N. Christopher Norton/	
Signature:	/N. Christopher Norton/	

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Date:	05/12/2009	
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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of May 1, 2009, is made by and between VERISIGN, INC., a Delaware corporation, ("Assignor"), and TRANSACTION NETWORK SERVICES, INC., a Delaware corporation ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the owner of the trademark applications and registrations, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on <u>Schedule A</u> to this Assignment (collectively, the "**Trademarks**"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of March 2, 2009, by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has agreed to assign certain intellectual property, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with all of Assignor's rights to collect royalties, products, and proceeds in connection therewith, rights to sue for past, present, and future infringement, misappropriation, or other violation thereof, and rights to recover damages or lost profits in connection therewith.
- 2. <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof, including such forms as are necessary to reflect the change in ownership, power of attorney, and correspondence address for the Trademarks. Without limiting the foregoing, Assignee acknowledges and agrees that, as of the Closing Date of the Asset Purchase Agreement, neither Assignor nor its legal representatives shall have any obligation or responsibility with respect to meeting any deadlines or preserving or pursuing any rights pertaining to the Trademarks; provided that Assignor shall provide Assignee, its successors and assigns, and their legal representatives, at Assignee's expense, such information, documents and assistance as Assignee or any such other person or entity may reasonably request in connection with preserving or pursuing its rights pertaining to the Trademarks.
- 3. <u>Warranties</u>. EXCEPT AS EXPRESSLY SET FORTH IN THE ASSET PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL

PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY RIGHTS.

- 4. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Asset Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.
- 5. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the United States District Court for the District of Delaware or any court of the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed by its respective duly authorized representative as of  $\frac{\text{May 1}}{\text{Agreement}}$ , 2009 and to be effective as of the Closing Date of the Asset Purchase Agreement.

VeriSign, Inc.

Ву

lame: Kevin Werner

Title: SVP, Corp. Dev & Strategy

Transaction Network Services, Inc.

Ву

Name: Henry H. Graham, Jr.
Title: Chief Executive Officer

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed by its respective duly authorized representative as of <a href="May 1">May 1</a>, 2009 and to be effective as of the Closing Date of the Asset Purchase Agreement.

VeriSign, Inc.

 $\mathbf{B}\mathbf{y}$ 

Name: Kevin Werner

Title: SVP, Corp. Dev & Strategy

Transaction Network Services, Ind.

By

Name: Henry H. Graham, Jr. Title: Chief Executive Officer

STATE OF <u>California</u>)
COUNTY OF <u>Sandiego</u>

On this 30 day of April 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Kerin Wernor, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of VeriSign Inc., a Delaware corporation, as the Sexiol V. P of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Notary Public

(Affix Seal Below)

NIMISHA J. AMIN
Commission # 1798789
Notary Public - California
San Diego County
My Comm. Expires Jun 18, 2012

COMMONWEALTH OF	VIRGIN	IA)
COUNTY OF Four fox	)	SS.
000111 01 1011 101	<i>)</i>	

On this <u>1st</u> day of <u>May</u> 2009, before me, the undersigned, a
notary public in and for said state and county, personally appeared Henry H. Graham, Jr.,
personally known to me (or proved to me on the basis of satisfactory evidence), to be the
individual who executed the foregoing instrument on behalf of Transaction Network
Services, Inc., a Delaware corporation, as the Chief Executive Officer of such company
and acknowledged to me that the execution and delivery of said instrument was duly
authorized by said company.

Thym UM. Buyun Notary Public

(Affix Seal Below)

City/County of Fairfay
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 1st day of May , 2009
by Henry H. Graham Notary Public

KYM M. BOYER

Reg. # 343249 Commission Expires 7/31/2012

Schedule A

Trademark Registrations and Applications

Trademark	Jurisdiction	Owner	Registration No.	Registration Date
DESIGN ONLY (PHILO)	U.S.	VeriSign, Inc.	2766458	9/23/2003
SIGNET7 (STYLIZED)	U.S.	VeriSign, Inc.	1558459	9/26/1989
ILLUMINET DESIGN	U.S.	VeriSign, Inc.	2875214	8/17/2004
AMAT7	Canada	VeriSign, Inc.	TMA507862	2/10/1999
ILLUMINET	Canada	VeriSign, Inc.	TMA507089	1/26/1999
ILLUMINET AND DESIGN	Canada	VeriSign, Inc.	TMA584,298	6/25/2003
ILLUMINET AND DESIGN	European Union/Community Trademarks	VeriSign, Inc.	CTM 2358034	12/19/2002

# Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative

# Handwritten Signature

# To the Commissioner for Trademarks:

MARK: Design only

SERIAL NUMBER: 76422827

**REGISTRATION NUMBER:** 2766458 **ATTORNEY DOCKET NUMBER** 014873

# The original attorney

Brian J. Winterfeldt
Steptoe & Johnson, LLP
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Washington DC 20036
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MARK: SIGNET7 (stylized and/or with design)

SERIAL NUMBER: 73759965

**REGISTRATION NUMBER:** 1558459 **ATTORNEY DOCKET NUMBER** 014873

#### The original attorney

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MARK: Design only

SERIAL NUMBER: 76224263

**REGISTRATION NUMBER:** 2875214 **ATTORNEY DOCKET NUMBER** 014873

# The original attorney

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winterfeldtb@ballardspahr.com

By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney:

# **Newly Appointed Attorney:**

David C. Gryce Arent Fox LLP 1050 Connecticut Ave., NW Washington, District of Columbia 20036 United States

## The following is to be used as the correspondence address:

David C. Gryce Arent Fox LLP

1050 Connecticut Ave., NW Washington, District of Columbia 20036 United States TMdocket@arentfox.com

**RECORDED: 05/12/2009**